

U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**TEMPORARY HOUSING UNIT PAD LEASE**

THA APPLICATION NO.

STATE

COUNTY

LEASE NO. *(To be assigned by Fiscal Section)*

THIS LEASE, made and entered into pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and all rules and regulations promulgated thereunder on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_  
*(Date Lease Agreement is made)* *(Owner/Agent of property)*

herein called the "Lessor" and U.S. Federal Emergency Management Agency herein called the "Lessee".

**WITNESSETH**

1. The Lessor hereby leases to the Lessee the following described Temporary Housing Unit Pad(s) and premises: Lot No. \_\_\_\_\_  
*(Complete address - street, city, state, zip code, Temp. Housing Unit Pad No.(s). Attach map and detailed directions if rural route.)*  
Additional description of pad and premises: \_\_\_\_\_
2. The Lessor agrees to provide and maintain all water, sanitary sewage, electrical, other utilities connections provided on the site at the time of execution of this lease.
3. The rent shall be \_\_\_\_\_ dollars per month per pad, payable in advance on the first day of each and every calendar month. In case of leasing of the pad(s) at any time other than the first of the month, pro rata rent charge shall be made based upon 1/30th of a month's rent from the day of lease to the end of the month of occupancy.
4. The term of THIS LEASE shall begin on \_\_\_\_\_, 20\_\_\_\_, and end at midnight on \_\_\_\_\_, 20\_\_\_\_, for a total rent or sum of \_\_\_\_\_ dollars. In consideration thereof an option is granted to the Lessee to continue said occupancy on a month-to-month basis at the same monthly rate as stated above for a period not to exceed one (1) year from the date of this lease. The rent may be renegotiated annually. All other conditions shall continue in effect except the term.
5. The Lessee may terminate THIS LEASE in its entirety or as to any one or more designated pads on any day of the month by giving the Lessor 30 days written notice thereof delivered to the Lessor at \_\_\_\_\_  
*(Owner/Agent address)*
6. It is understood by the parties hereto that THIS LEASE may be assigned to another government entity or agency. It is further understood that the Temporary Housing Unit will be sublet to disaster victims by the Lessee in accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Lessor shall not discriminate against any of the Lessee's tenants or prospective tenants on the basis of race, color, national origin, religion, nationality, sex, age, economic status or handicapped status.
7. The Lessor agrees to maintain the leased Pad and premises in good repair during the term of THIS LEASE. The Lessee agrees to keep said Leased Pad and premises in a clean and orderly condition and agrees to surrender the same in as good a state and condition as at the commencement of the term hereof, reasonable use, wear and tear thereof excepted.
8. Personal property provided on the premises and otherwise furnished by the Lessor shall be inspected for condition and shall be inventoried and the condition of the premises shall be inspected at the beginning date hereof; a copy of the inspection of such personal property and premises shall be signed by the parties and shall be attached to and made a part of this Lease. At the expiration of the term hereof, the Lessee shall return the personal property and the premises in the condition existing at the time of entry, reasonable use, wear and tear excepted.
9. The Lessee agrees to permit the Lessor, or its agents or employees, to enter the leased pad and premises during reasonable hours for the purpose of making inspections or repairs.
10. The Lessee agrees not to make any repairs, alterations, or changes to the leased premises without the consent of the Lessor.

**IN WITNESS WHEREOF, the parties hereunder have set their hands the day and year first above written.**

LESSOR <i>(Name of firm)</i>	TITLE AND SIGNATURE OF LESSOR	DATE
SIGNATURE OF FEMA REPRESENTATIVE		DATE

LESSEE	FEDERAL EMERGENCY MANAGEMENT AGENCY
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**CHECK PAYMENT INFORMATION**

NAME OF PAYEE	IRS OR SOCIAL SECURITY NO.	DATE
ADDRESS OF PAYEE <i>(Street number, name, city, state, and zip code)</i>		

### GENERAL INFORMATION

- A. **PURPOSE.** To acquire Temporary housing unit pads for sublease to disaster victims eligible for temporary housing assistance.
- B. **RESPONSIBILITY.** The Lease will be negotiated by Temporary Housing personnel and executed by the official delegated authority to enter into lease agreements. All pads shall be inspected for adequacy before leasing.

C. **DISTRIBUTION**

Follow execution of lease:

Original and Copies 1 and 2 - Forward to Fiscal Section  
Copy No. 3 - Retained in Applicant Assistance

Follow assignment of Lease Number by Fiscal:

Original - Retained in Fiscal File  
Copy No. 1 - Mailed to Owner/Agent  
Copy No. 2 - Master Application File

### INSTRUCTIONS

Explain all provisions completely before entering into lease.

Paragraph 3. Indicate monthly rent being charged by the owner. Rent must exclude utilities which are to be collected separately from the occupant. The rent must be within the fair market rent guidelines.

Paragraph 4. The initial term of the lease should be for the shortest possible period that can be negotiated with the Owner/Agent and shall not exceed 90 days without authorization. The term should begin on the date a Temporary housing Unit is placed on the pad. The term should end at the end of the month.

NOTE: If the applicant has already paid rent for a specified period, the term of the lease must begin when the period covered by the applicant's payment expires. The applicant should request reimbursement from FEMA for any rent paid prior to the date of this lease.

The total rent or sum of the initial term of the lease is the monthly rental multiplied by the term period.

Example: Term..... June 10 to August 31  
Rent..... \$45/month (*Pro rated \$1.50/day*)

21 days @ \$2.50	\$31.50
2 months @ \$45.00	90.00
AMOUNT	\$121.50

Lessor: Give complete name of Owner/Agent. Include name of firm as well as authorized agent if applicable.

Example: Smith Management Company  
John Doe Jones (*Signature*)

Representative: Signature of FEMA Field Representative who negotiated the lease with the Owner/Agent.

Lessee: Federal Emergency management Agency to be executed only by Authorized Official.

Example: FEMA  
Frank J. Smith  
Applicant Assistance, Chief/Date

### CHECK PAYMENT INFORMATION

Payee. Give name as it should be shown on check.

Social Security or IRS No. Must be provided before payment can be authorized. Owner/Agent will have either a business Internal Revenue Service Number or a personal Social Security Number.

Address. Give complete mailing address where check should be sent. It is essential that the address be complete and accurate.

All other information is self-explanatory.